

Stephanie R. Tatar (237792)
TATAR LAW FIRM, APC
3500 West Olive Avenue, Suite 300
Burbank, CA 91505
Telephone: (323) 744-1146
Facsimile: (888) 778-5695

*Attorney for Plaintiff
William Joseph Whelan*

Nilab Rahyar
JONES DAY
3161 Michelson Drive Suite 800
Irvine, CA 92612
Telephone: (949) 851-3939
Facsimile: (949) 553-7539

*Attorney for Defendant
Experian Information Solutions, Inc.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

WILLIAM JOSEPH WHELAN

Case No. SACV 15-0345-CJC-JCG

Plaintiff,

RULE 26(F) REPORT

VS.

EXPERIAN INFORMATION SOLUTIONS, INC.

Defendant.

Plaintiff William Joseph Whelan (“Plaintiff”) and Defendant Experian Information Solutions, Inc. (“Experian”), hereby submit the following Joint Status Report:

STATEMENT OF THE CASE

A. PLAINTIFF

3 Plaintiff brings this action for damages against Defendant Experian
4 Information Solutions, Inc. (“Experian”), for alleged violations of the Fair Credit
5 Reporting Act, 15 U.S.C. 1681a *et seq.* (“FCRA”). Plaintiff’s Experian credit file
6 became mixed with that of another individual whom Plaintiff does not know and is
7 of no relation to Plaintiff. Defendant was reporting derogatory information
8 belonging to the other individual as belonging to the Plaintiff. Defendant also
9 marked Plaintiff as “deceased” on his credit report. As a result of Defendant’s
10 inaccurate reporting, Plaintiff has lost credit opportunities, experienced damage to
11 his credit reputation and suffered emotional distress. Plaintiff seeks statutory, actual
12 and punitive damages, as well as his costs of the action together with reasonable
13 attorney’s fees once he is successful in establishing liability.

B. EXPERIANCE

16 Experian is a consumer credit reporting agency, as that term is defined by the
17 FCRA. Experian essentially functions as a storehouse of credit information
18 concerning hundreds of millions of consumers nationwide, collecting and storing
19 credit information originated by others. Experian does not generate credit
20 information itself, nor does it make loans, decide who should receive credit, or set
21 loan terms.

22 The FCRA is not a strict liability statute and does not require Experian to
23 maintain error free credit reporting. Rather, Experian must maintain and follow
24 reasonable procedures to assure the maximum possible accuracy of the information
25 it reports on consumers. In recognizing that no credit reporting system can be error
26 free, Congress specifically provided consumers with the ability to contact credit
27 reporting agencies to dispute information appearing on their credit disclosures. In

1 many instances, Experian's procedures to ensure the maximum possible accuracy
2 of the information it reports requires notice from a consumer to alert Experian of a
3 potential inaccuracy. Experian's reasonable procedures were followed at all times
4 with respect to Plaintiff's credit file. Experian therefore has no liability in this
5 case.

LEGAL ISSUES

8 Whether Experian either negligently or willfully violated the 15 U.S.C. §
9 1681e(b), which requires a consumer credit reporting agency to maintain reasonable
10 procedures to ensure the maximum possible accuracy of the information reported.

DAMAGES

A. PLAINTIFF

13 Plaintiff seeks actual damages in the form of lost credit opportunities, harm to
14 Plaintiff's credit rating and reputation, emotional distress, statutory damages under
15 the FCRA, punitive damages, and attorney's fees and costs under the fee-shifting
16 provisions of the FCRA.

17 These damages suffered by Plaintiff are well recognized as cognizable under
18 the FCRA, and related common law claims. There is no “computation” in these
19 circumstances for damages deriving from lost credit opportunities, harm to
20 Plaintiff’s credit reputation and emotional distress other than their valuation by a
21 jury.

22 Statutory or punitive damages will be set by the jury. Attorney's fees and costs
23 will be determined after Plaintiff is successful in establishing liability in this matter.

B. EXPERIANCE

Experian does not allege any damages at this time but reserves the right to

1 do so, and will provide a computation of each category of damages to the extent
2 Experian exercises that right as a supplement to these disclosures. Further,
3 Experian denies all liability to Plaintiff for any damages.

4 **INSURANCE**

5 Based on Experian's present insurance and applicable deductibles, no
6 insurance carrier would be liable to satisfy part or all of any likely judgment which
7 may be entered in this action, or to indemnify or reimburse for payments made to
8 satisfy any likely judgment.

9 **MOTIONS**

10 Experian anticipates that it may file discovery and dispositive motions, in
11 whole or in part, depending on the information obtained in discovery.

12 **MANUAL FOR COMPLEX LITIGATION**

13 The parties agree that the issues in this matter do not warrant classification of
14 this case as complex.

15 **DISCOVERY**

16 The parties conducted their Rule 26(f) Conference on May 5, 2015. The
17 parties will serve their initial disclosures by May 25, 2015.

18 The parties anticipate propounding written discovery and taking depositions
19 of, including but not limited to, Plaintiff and appropriate Experian representatives.

20 The parties further anticipate entering into a Stipulated Protective Order to
21 protect the confidentiality of Plaintiff's personal identifying information and
22 Experian's documents, which are confidential, proprietary, and subject to trade
23 secret. The parties do not propose any modification the discovery limitations
24 imposed by the Federal Rules of Civil Procedure or any local rule.

25 The parties propose a fact discovery cut off of November 25, 2015. The
26 parties believe that this time frame for fact discovery is appropriate given the nature
27 of the claims and issues in this case.

DISCOVERY PLAN

The parties propose the following pretrial schedule:

Last date for completion of fact discovery: November 23, 2015.

Last date for disclosure of initial expert reports: November 23, 2015.

Last date for disclosure of rebuttal expert reports: December 21, 2016.

Last date for Completion of Expert discovery: January 18, 2016.

Last date to file Dispositive or Partially-Dispositive Motions: February 15, 2016.

Pre-Trial Conference: April 4, 2016.

Trial: April 11, 2016.

SETTLEMENT

The parties will file their completed ADR-01 Settlement Procedure Selection form and Order concurrently herewith.

TRIAL ESTIMATE

The parties estimate that the jury trial in this case would last between 3-4 days.

1 Respectfully Submitted,

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3 **TATAR LAW FIRM, APC**

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5 /s/Stephanie R. Tatar
6 Stephanie R. Tatar
7 3500 W. Olive Avenue, Suite 300
Burbank, CA 91505
Telephone: (323) 744-1146
Facsimile: (888) 778-5695

9 Attorneys for Plaintiff

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3 **JONES DAY**

4
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6 Nilab Rahyar
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9 Attorney for Defendant
10 Experian Information Solutions, Inc.

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